

FIRST AMENDMENT TO LICENSE AGREEMENT

This is a First Amendment, effective November 1, 2005 to the License Agreement, dated November 1, 2004 (the "Agreement"), by and between Multi-Health Systems Inc. ("MHS"), an Ontario corporation addressed at 3770 Victoria Park Avenue, Toronto, Ontario, Canada, M2H 3M6 and the Montana Department of Corrections, Youth Services Division ("Licensee") addressed at 1539 Eleventh Avenue, PO Box 201301, Helena, MT, 59620-1301.

Whereas MHS and Licensee entered into an Agreement dated November 1, 2004; and

Whereas MHS acknowledges that the Licensee has paid a license fee of \$910 US during the November 1, 2004 to October 31, 2005 term ("Prior Term") that entitled Licensee to enter 700 YLS/CMI assessment scores and were not administered during the Prior Term.

Whereas the parties desire to amend the Agreement to provide a Term extension and renewal options and to provide the rates to permit Licensee continued use of the YLS/CMI™ in the Licensee Database and to provide a one time credit for any unused administrations.

For good and valuable consideration, and pursuant to S. 8 of the Agreement, MHS and the Licensee have agreed to amend the terms of the Agreement as set out below:

1. Section 2.2 of the Agreement shall be deleted and replaced in its entirety with the following:
 - 2.2 As consideration for the rights granted herein, Licensee shall pay MHS, for the twelve (12) month period of the Term, a license fee of U.S. \$585.00, which shall entitle Licensee to enter up to 450 YLS/CMI assessment scores into the Licensee Database for the Term. MHS shall provide a one-time credit equal to 700 assessment scores issued during the Prior Term that may be entered into the Licensee Database during this Term. Given the foregoing, the Licensee may enter up to a total of 1,150 (700 + 450) YLS/CMI assessments scores (the "Maximum") into the Licensee Database during the Term. For each assessment score in excess of the Maximum, Licensee shall pay MHS a royalty of U.S. \$1.35. Each initial assessment of an offender and each reassessment of the same offender shall constitute a separate assessment for the purposes of this paragraph. There shall be no further refund, credit or offset of any annual license fee paid.
2. Section 2.3 of the Agreement shall be amended as follows:
 - 2.3 The words "November 1st" shall replace the reference to "October 1st" in the first line thereof.
3. Section 8.1 shall be deleted and replaced in its entirety with the following:
 - 8.1 This Agreement shall remain in effect for a period of one (1) year commencing November 1, 2005 and ending October 31, 2006 (the "Term"), unless earlier terminated by either party upon ninety (90) days' prior written notice of termination to the other party. Licensee may renew the Agreement for subsequent terms of one (1) year periods by way of an Amendment Agreement. No party is obliged to renew the Agreement. Upon termination or expiry the SDK will automatically cease to function and Licensee shall

destroy and/or remove all YLS/CMI materials from its database. Sections 5, 6, 7, 8, 9 shall survive termination of this Agreement.

4. In all other respects, the terms, covenants and conditions of the Agreement shall remain unchanged, continuous and in full force and effect between MHS and the Licensee.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement as set forth below:

MULTI-HEALTH SYSTEMS INC.

**STATE OF MONTANA DEPARTMENT OF
CORRECTIONS, JUVENILE DIVISION**

By: _____
Authorized Signing Representative

By: _____
Authorized Signing Representative

Print Name: _____

Print Name: _____

Date: _____

Date: _____

REVIEWED FOR LEGAL CONTENT BY:

By: _____
Legal Council Department of Corrections

Print Name: _____

Date: _____